

IT IS HEREBY ADJUDGED
and DECREED this is SO
ORDERED.



Dated: April 04, 2011

Sarah S. Curley

SARAH S. CURLEY
U.S. Bankruptcy Judge

1 Matthew A. Silverman (018919)
2 Jessica R. Kenney (026615)
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7 Attorneys for Movant, Wells Fargo Bank, NA, its assignees and/or successors and the servicing
8 agent, Wells Fargo Home Mortgage

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10 UNITED STATES BANKRUPTCY COURT
11

12 FOR THE DISTRICT OF ARIZONA
13

14 PHOENIX DIVISION
15

16 In re:) In Proceedings Under
17 Jack A. Knuth, Shelby J. Knuth,) Chapter 13
18) Case No. 2:10-bk-40898-SSC
19 Debtors.)
20)
21 Wells Fargo Bank, NA, its assignees and/or) **ORDER TERMINATING**
22 successors and the servicing agent, Wells Fargo) **AUTOMATIC STAY**
23 Home Mortgage,)
24)
25 Movant,)
26)
27 v.)
28)
29 Jack A. Knuth, Shelby J. Knuth, Debtors; and)
Russell Brown, Chapter 13 Trustee,)
Respondents.)
)

25 Wells Fargo Bank, NA, its assignees and/or successors and the servicing agent, Wells
26 Fargo Home Mortgage (“Movant”), having filed a Motion for Relief from the Automatic Stay
27 with respect to the hereinafter-described property after appropriate notice and opportunity for a
28 hearing, and good cause appearing,
29

IT IS THEREFORE ORDERED that:

Any and all stays against lien enforcement, including the automatic stay of 11 U.S.C. § 362(a) and the automatic injunction of 11 U.S.C. § 524(a), are hereby vacated with respect to the property generally described as 7101 Sunnyside West Drive, Peoria, AZ 85345, and Movant, its assignees and/or successors in interest, may proceed with a foreclosure of and hold a Trustee's sale of the subject property pursuant to the state law, and thereafter commence any action necessary to obtain complete possession of the subject property without further court order or proceeding being necessary.

IT IS FURTHER ORDERED that:

The Moving Party, at its option, may offer, provide and enter into any potential forbearance agreement, loan modification, refinance agreement or other loan workout/loss mitigation agreement as allowed by state law. The Movant may contact the Debtor via telephone or written correspondence to offer such an agreement. Any such agreement shall be non-recourse unless included in a reaffirmation agreement.

DATED:

UNITED STATES BANKRUPTCY JUDGE